



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Van Buskirk Park Playground Replacement, 600 North Pleasant Avenue, with A. M. Stephens Construction Company, Inc., of Lodi (\$47,410)

**MEETING DATE:** June 1, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for Van Buskirk Park playground replacement, 600 North Pleasant Avenue, with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$47,410.

**BACKGROUND INFORMATION:** This project is part of the Parks and Recreation Department's 2010/11 Community Development Block Grant (CDBG) allocation.

The work consists of removal and disposal of the existing playground equipment, 3,000 square feet of existing poured-in-place surfacing material and two concrete ramps. New work will include providing and installing one matrix net cable climber, one two-bay arched swing, two concrete ramps, new engineered wood Fibar safety surfacing material and turf. The project will also remove approximately 600 square feet of concrete walkway and replace it with approximately 540 square feet of a new redesigned concrete path of travel from Pleasant Avenue to the playground equipment.

The specifications were approved on April 6, 2011. The City received the following nine bids on May 4, 2011:

Bidder	Location	Bid
Engineer's Estimate		\$79,900.75
A. M. Stephens Construction	Lodi	\$47,410.00
Playscape Construction	Tracy	\$52,650.00
Harris Builders, Inc.	Hilmar	\$54,400.41*
WhoBuilt Creative	Petaluma	\$57,512.00*
Diede Construction	Woodbridge	\$61,332.09
Haskell & Haskell Engineering	Knights Ferry	\$64,928.98*
Elite Landscaping	Clovis	\$67,809.00
Community Playgrounds	Novato	\$68,649.70*
McNabb Construction	Lafayette	\$84,385.00

\* Corrected figure


**FISCAL IMPACT:** Funds for this project will be from the 2010/11 Urban County CDBG allocation and there will be no direct impact to the Park Division budget for the playground replacement improvements at Van Buskirk Park.

**FUNDING AVAILABLE:** Urban County CDBG Funds (Project 10-04): \$166,240.84

  
Jordan Ayers

Deputy City Manager/Internal Services Director

  
James M. Rodems  
Parks, Recreation & Cultural Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer  
cc: Joseph Wood, Service Manager

Steve Virrey, Parks Project Coordinator

APPROVED: 

Konradt Bartlam, City Manager

**VAN BUSKIRK PARK PLAYGROUND IMPROVEMENTS  
600 NORTH PLEASANT AVENUE**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to consist of removing and disposing of the existing playground equipment, 3,000 square of existing poured-in-place surfacing material, 600 square feet of concrete flatwork and two concrete ramps. New work will include providing and installing a matrix net cable climber, a 2-bay arched swing, 540 square feet of concrete flatwork, two concrete ramps, turf and other incidental and related work, all as shown on the plans and specifications for "Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue".

#### CONTRACT ITEMS

ITEM NO	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish and Install Temporary Project Sign	EA	1	\$ 650.00	\$ 650.00
2.	Temporary Fencing	LF	230	\$ 2.00	\$ 460.00
3.	Remove and Dispose of Poured-in-Place Playground Material and Base Rock Subgrade	SF	3,000	\$ 1.00	\$ 3,000.00
4.	Remove and Dispose of Playground Equipment Including Concrete Footings	LS	1	\$ 2,000.00	\$ 2,000.00
5.	Remove and Dispose of Concrete Flatwork	SF	600	\$ 2.00	\$ 1,200.00
6.	Remove and Dispose of Concrete Ramps	EA	2	\$ 200.00	\$ 400.00
7.	Sawcutting	LF	21	\$ 13.00	\$ 273.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
8.	Matrix Net Climber and 2-Bay Arched Swing	LS	1	\$ 19,300.00	\$19,300.00
9.	Concrete Flatwork	SF	540	\$ 7.55	\$ 4,077.00
10.	Concrete Ramps	EA	2	\$ 525.00	\$ 1,050.00
11.	Fibar System 300	CY	125	\$ 112.00	\$14,000.00
12.	Construction Staking and Soils Testing	LS	1	\$ 500.00	\$ 500.00
13.	Furnish and Install New Turf Sod	SF	250	\$ 2.00	\$ 500.00
TOTAL					\$47,410.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 30 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2011-84

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR VAN BUSKIRK PARK PLAYGROUND  
IMPROVEMENTS, 600 NORTH PLEASANT AVENUE

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 4, 2011, at 11:00 a.m., for the Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue, described in the specifications therefore approved by the City Council on April 6, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
A. M. Stephens Construction Company, Inc.	\$47,410.00
Playscape Construction	\$52,650.00
Harris Builders, Inc.	\$54,400.41*
WhoBuilt Creative	\$57,512.00*
Diede Construction	\$61,332.09
Haskell & Haskell Engineering	\$64,928.98*
Elite Landscaping	\$67,809.00
Community Playgrounds	\$68,649.70*
McNabb Construction	\$84,385.00

\* Corrected figure

WHEREAS, staff recommends awarding the contract for the Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$47,410.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue, with the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$47,410.

Dated: June 1, 2011

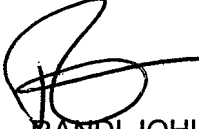
I hereby certify that Resolution No. 2011-84 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi,  
and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk